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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10	DR. SUJATA VYAS, an	)	CV 15-02152 RSWL (DFMx)
11	individual,	)	
		)	
12	Plaintiff,	)	<b>ORDER re: DEFENDANT</b>
	v.	)	<b>BHASKAR VYAS' MOTION FOR</b>
		)	<b>SUMMARY JUDGMENT [109]</b>
13	BHASKAR VYAS, an	)	
14	individual; NANCY BUNN, an	)	
15	individual; LOCKHEED MARTIN	)	
16	PENSION PLAN AND CHAMBERS	)	
17	QDRO CONSULTING SERVICES,	)	
18	LLC; CHARLES SCHWAB AND	)	
19	SCHWAB RETIREMENT PLAN	)	
20	SERVICES COMPANY AS PLAN	)	
21	ADMINISTRATOR; COMMITTEE	)	
22	SOUTHERN CALIFORNIA	)	
	PERMANENTE MEDICAL GROUP	)	
	(SCPMG) PLAN ADMINISTRATOR;	)	
	and DOES 1 through 100,	)	
	inclusive,	)	
		)	
	Defendants.	)	

23 Currently before the Court is Defendant Bhaskar  
24 Vyas' ("Defendant Vyas") Motion for Summary Judgment  
25 ("Motion") [109]. Having reviewed all papers submitted  
26 pertaining to this Motion, the Court **NOW FINDS AND**  
27 **RULES AS FOLLOWS:** the Court **GRANTS** Defendant Vyas'  
28 Motion.

## I. BACKGROUND

### A. Factual Background

Plaintiff is a California resident who married Defendant Vyas in 1981. Second Am. Compl. ("SAC") ¶ 21, ECF No. 63. During the couple's marriage, from October 1985 to February 1992, Defendant Vyas worked for LTV Aerospace & Defense Corporation. Decl. of Bhaskar Vyas ("Bhaskar Decl.") ¶ 10, ECF No. 109-2. Defendant Vyas, at some point during this time period, was enrolled in the Lockheed Martin Pension Plan ("Lockheed Plan") at issue in this Action, although he claims to not have known about the Lockheed Plan or his enrollment in it. See id.

The couple separated in 2003, and in 2009, they obtained a Judgment of Dissolution from the Orange County Superior Court finalizing their divorce. First Am. Compl. ("FAC"), Ex. A, ECF No. 19. Following the Orange County Superior Court entering the Judgment of Dissolution in 2009, court-appointed attorney Defendant Nancy Bunn began drafting Qualified Domestic Relations Orders ("QDROs") regarding the retirement plans to which the couple contributed during the marriage. SAC ¶ 7. It was during this time that Plaintiff moved back into the couple's home and discovered the existence of the Lockheed Plan and the alleged undisclosed Rollover IRAs. Id. ¶ 22. Defendant Vyas claims Plaintiff became aware of the Lockheed Plan when Plaintiff opened a letter concerning the Lockheed Plan dated August 18,

1 2014, which Defendant Lockheed Martin Corporation  
2 ("LMC") sent to the couple's home. Bhaskar Decl. ¶ 9.  
3 Plaintiff alleges that Defendant Vyas concealed the  
4 Lockheed Plan and Rollover IRAs to which he contributed  
5 during the marriage. SAC ¶ 14.

6 Defendant Vyas maintains that he was not aware of  
7 the existence of the Lockheed Plan until July 2015.  
8 Bhaskar Decl. ¶ 9. At no point have Plaintiff or  
9 Defendant Vyas presented the Lockheed Plan or the  
10 alleged undisclosed Rollover IRAs to any state court.  
11 SAC ¶ 22.

12 Plaintiff claims that Defendant Vyas gained  
13 discretionary control of the Lockheed Plan in August  
14 2014 when he became eligible to take a lump sum  
15 distribution or an annuity. Id. ¶ 5. Plaintiff  
16 contends that this qualifies Defendant Vyas as a  
17 fiduciary with respect to the Lockheed Plan under the  
18 Employee Retirement Income Security Act of 1974  
19 ("ERISA"). Id. ¶ 41. In addition, Plaintiff argues  
20 that Defendant Vyas is a fiduciary of any and all  
21 undisclosed Rollover IRAs. Id. ¶ 44.

22 Ultimately, on December 21, 2015, the Orange County  
23 Family Court finalized the QDROs, which did not mention  
24 the Lockheed Plan or Rollover IRAs. Id. ¶ 14. The  
25 Lockheed Plan does not appear on any QDRO because, as  
26 Plaintiff alleges, Defendant Vyas concealed the  
27 Lockheed Plan from Plaintiff throughout all court-  
28 mandated disclosures and proceedings. Id. ¶ 15.

1 **B. Procedural Background**

2 Plaintiff filed her Complaint on December 28, 2015  
3 against her ex-husband, Defendant Vyas, the drafter of  
4 the QDROs, Defendant Nancy Bunn, and the administrators  
5 of a number of the couple's retirement accounts [1].<sup>1</sup>  
6 The Complaint alleged four causes of action against  
7 Defendant Vyas, two claims under ERISA for breach of  
8 fiduciary duty, a claim seeking an accounting of  
9 assets, and a claim for breach of securities laws.

10 Following Defendant Vyas' filing of his Motion to  
11 Dismiss Plaintiff's Complaint [10], Plaintiff filed her  
12 FAC on April 5, 2016 [19].<sup>2</sup> The FAC included the same  
13 four causes of action against Defendant Vyas. See FAC  
14 at 68:4-72:16. Defendant Vyas then filed a Motion to  
15 Dismiss the FAC on April 19, 2016 [27]. On July 28,  
16 2016, the Court issued an Order granting in part and  
17 denying in part Defendant Vyas' Motion to Dismiss [36].  
18 While the Court dismissed Plaintiff's securities fraud  
19 claim against Defendant Vyas, the Court declined to  
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21 <sup>1</sup> The Complaint also named Lockheed Martin Pension Plan and  
22 Administrator, the administrator of the Lockheed Plan; QDRO  
23 Consulting Services, LLC, another alleged administrator of the  
24 Lockheed Plan; and Kaiser Permanente Pension Plan and  
Administrator, an alleged administrator of the retirement plans  
named in the couple's QDROs; as Defendants.

25 <sup>2</sup> The FAC again named Bhaskar Vyas; Nancy Bunn; Lockheed  
26 Martin Pension Plan; and Chambers QDRO Consulting Services, LLC  
as Defendants. Plaintiff added Charles Schwab and Schwab  
27 Retirement Plan Services Company as Plan Administrator as a  
Defendant. Inexplicably, Plaintiff dropped Kaiser Permanente  
28 Pension Plan and Administrator from the suit, and the Court  
dismissed this entity on April 5, 2016.

1 dismiss Plaintiff's ERISA claims against Defendant Vyas  
2 because the determination of whether Plaintiff was a  
3 "beneficiary" of any ERISA account was a merit-based  
4 determination not appropriately adjudicated in a Motion  
5 to Dismiss. See Order re Def. Vyas' Mot. to Dismiss  
6 FAC at 10:10-18, ECF No. 36. Defendant Vyas filed his  
7 Answer to the FAC on August 11, 2016 [39]. Defendant  
8 Chambers QDRO Consulting Services, LLC ("Defendant  
9 Chambers") filed a Motion to Dismiss Plaintiff's FAC on  
10 August 22, 2016 [42].

11 Following the Court's grant of Defendant Chambers'  
12 Motion to Dismiss with leave to amend [62], Plaintiff  
13 filed her SAC on November 24, 2016 [63].<sup>3</sup> The SAC  
14 included the securities claim against Defendant Vyas  
15 that the Court had dismissed in its July 28, 2016  
16 Order. SAC at 83:14-21. On January 27, 2017,  
17 Defendant Vyas filed a Motion to Strike the securities  
18 claim that the Court had previously dismissed [73].  
19 The Court granted Defendant Vyas' Motion to Strike on  
20 May 8, 2017 [96].<sup>4</sup> Defendant Vyas then filed his Answer  
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22 <sup>3</sup> The SAC again named Bhaskar Vyas; Nancy Bunn; Lockheed  
23 Martin Corporation; Chambers QDRO Consulting Services, LLC; and  
24 Charles Schwab and Schwab Retirement Plan Services, Inc. as  
25 Defendants. The SAC added Committee Southern California  
26 Permanente Medical Group (SCPMG) Plan Administrator as a  
27 Defendant.

28 <sup>4</sup> The remaining claims alleged against Defendant Vyas  
include the two breach of fiduciary duty claims under ERISA and  
the request for an accounting of assets under a breach of  
contract in violation of state law. See SAC at 78:23-79:25,  
83:14-21.

1 to the SAC on May 22, 2017 [100].

2 On June 30, 2017, Defendant Vyas filed the instant  
3 Motion as to All Claims Alleged Against Defendant Vyas  
4 in the SAC [109]. Plaintiff filed her Opposition to  
5 the Motion on July 18, 2017 [113]. Defendant Vyas  
6 filed his Reply on July 25, 2017 [115].

## 7 **II. FINDINGS OF FACT**

- 8 1. Plaintiff and Defendant Vyas were married on  
9 December 10, 1981. Def.'s Stmt of Undisputed Facts  
10 ("Defendant Vyas' SUF") ¶ 1, ECF No. 109-1; Pl.'s  
11 Response to Def. Vyas' SUF ¶ 1, ECF No. 113-2.
- 12 2. The Orange County Superior Court issued a Judgment  
13 of Dissolution on December 10, 2009 addressing the  
14 rights and obligations of the parties in relation  
15 to one another. Defendant Vyas' SUF ¶ 3; Pl.'s  
16 Response to Def. Vyas' SUF ¶ 3; Def.'s Req. for  
17 Judicial Notice ("RJN"), Ex. 1, ECF No. 110-1.
- 18 3. The Judgment of Dissolution specifically addresses  
19 and adjudicates the rights of the parties in and to  
20 six retirement accounts/plans. Defendant Vyas' SUF  
21 ¶ 4; Pl.'s Response to Def. Vyas' SUF ¶ 4; RJN, Ex.  
22 1 at 6:18-7:3.
- 23 4. The Judgment of Dissolution does not mention the  
24 Lockheed Plan. Defendant Vyas' SUF ¶ 5; Pl.'s  
25 Response to Def. Vyas' SUF ¶ 5; RJN, Ex. 1.
- 26 5. The Judgment of Dissolution does not mention any  
27 Rollover IRAs. Defendant Vyas' SUF ¶ 6; Pl.'s  
28 Response to Def. Vyas' SUF ¶ 6; RJN, Ex. 1.

- 1 6. The Orange County Family Court has issued five  
2 QDROs addressing the retirement accounts/plans of  
3 the parties addressed in the Judgment of  
4 Dissolution. Defendant Vyas' SUF ¶ 7; Pl.'s  
5 Response to Def. Vyas' SUF ¶ 7; RJN, Exs. 4-8.
- 6 7. None of the five QDRO Orders the Orange County  
7 Family Court issued mention the Lockheed Plan.  
8 Defendant Vyas' SUF ¶ 8; Pl.'s Response to Def.  
9 Vyas' SUF ¶ 8; RJN, Exs. 4-8.
- 10 8. None of the five QDRO Orders the Orange County  
11 Family Court issued mention any Rollover IRAs.  
12 Defendant Vyas' SUF ¶ 9; Pl.'s Response to Def.  
13 Vyas' SUF ¶ 9; RJN, Exs. 4-8.
- 14 9. The Judgment of Dissolution states that the Orange  
15 County Family Court retains jurisdiction over  
16 "after-discovered property." Defendant Vyas' SUF ¶  
17 14; Pl.'s Response to Def. Vyas' SUF ¶ 14; RJN, Ex.  
18 1.

### 19 III. DISCUSSION

#### 20 A. Legal Standard

21 Federal Rules of Civil Procedure Rule 56 states  
22 that a "court shall grant summary judgment" when the  
23 movant "shows that there is no genuine dispute as to  
24 any material fact and the movant is entitled to  
25 judgment as a matter of law." Fed. R. Civ. P. 56(a).  
26 A fact is "material" for purposes of summary judgment  
27 if it might affect the outcome of the suit, and a  
28 "genuine issue" exists if the evidence is such that a

1 reasonable fact-finder could return a verdict for the  
2 non-moving party. Anderson v. Liberty Lobby, Inc., 477  
3 U.S. 242, 248 (1986). The evidence, and any inferences  
4 based on underlying facts, must be viewed in the light  
5 most favorable to the opposing party. Twentieth  
6 Century-Fox Film Corp. v. MCA, Inc., 715 F.2d 1327,  
7 1329 (9th Cir. 1983). In ruling on a motion for  
8 summary judgment, the court's function is not to weigh  
9 the evidence, but only to determine if a genuine issue  
10 of material fact exists. Anderson, 477 U.S. at 255.

11 Under Rule 56, the party moving for summary  
12 judgment has the initial burden to show "no genuine  
13 dispute as to any material fact." Fed. R. Civ. P.  
14 56(a); see Nissan Fire & Marine Ins. Co. v. Fritz Cos.,  
15 210 F.3d 1099, 1102-03 (9th Cir. 2000). The burden  
16 then shifts to the non-moving party to produce  
17 admissible evidence showing a triable issue of fact.  
18 Nissan Fire & Marine Ins., 210 F.3d at 1102-03; see  
19 Fed. R. Civ. P. 56(a). Summary judgment "is  
20 appropriate when the plaintiff fails to make a showing  
21 sufficient to establish the existence of an element  
22 essential to [her] case, and on which [she] will bear  
23 the burden of proof at trial." Cleveland v. Policy  
24 Mgmt. Sys. Corp., 526 U.S. 795, 805-06 (1999); see  
25 Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986).

26 The standard for a motion for summary judgment  
27 "provides that the mere existence of some alleged  
28 factual dispute between the parties will not defeat an



1 otherwise properly supported motion for summary  
2 judgment; the requirement is that there be no *genuine*  
3 issues of *material* fact." Anderson, 477 U.S. at 247-  
4 48.

5 **B. Analysis**

6 1. Defendant Vyas' Request for Judicial Notice is  
7 **GRANTED**

8 A court "may judicially notice a fact that is not  
9 subject to reasonable dispute because it: (1) is  
10 generally known . . .; or (2) can be accurately and  
11 readily determined from sources whose accuracy cannot  
12 reasonably be questioned." Fed. R. Evid. 201(b). A  
13 court "must" take judicial notice "if a party requests  
14 it and the court is supplied with the necessary  
15 information." Fed. R. Evid. 201(c)(2).

16 Defendant Vyas seeks judicial notice of the  
17 Judgment of Dissolution [110-1] in the couple's divorce  
18 proceedings, Orange County Superior Court case number  
19 03D010337. RJN ¶ 1. Plaintiff does not object to this  
20 and instead includes the Judgment of Dissolution as an  
21 exhibit to her Opposition. See Opp'n, Ex. 6 at 34.  
22 This Court has the ability to judicially notice state  
23 court filings and judgments. See Burbank-  
24 Glendale-Pasadena Airport Auth. v. City of Burbank, 136  
25 F.3d 1360, 1364 (9th Cir. 1998)(taking judicial notice  
26 of court filings in a state court case where the same  
27 plaintiff asserted similar and related claims); Hott v.  
28 City of San Jose, 92 F. Supp. 2d 996, 998 (N.D. Cal.

1 2000)(taking judicial notice of relevant memoranda and  
2 orders filed in state court cases). Because the  
3 Judgment of Dissolution is a judgment in a state court  
4 case that forms the basis for the instant Action, the  
5 Court **GRANTS** Defendant Vyas' Request for Judicial  
6 Notice of the Judgment of Dissolution.

7 Defendant Vyas also seeks judicial notice of one  
8 Domestic Relations Order ("DRO") and four QDROs the  
9 couple filed in Orange County Superior Court, which  
10 govern a number of the couple's retirement accounts.  
11 See RJN, Exs. 4-8. As with the Judgment of  
12 Dissolution, the Court **GRANTS** Defendant Vyas' Request  
13 for Judicial Notice of these documents-filings in a  
14 state court action directly relevant to this Action.  
15 See Hott, 92 F. Supp. 2d at 998; United States ex rel.  
16 Robinson Rancheria Citizens Council v. Borneo, Inc.,  
17 971 F.2d 244, 248 (9th Cir. 1992)("[W]e may take notice  
18 of proceedings in other courts, both within and without  
19 the federal judicial system, if those proceedings have  
20 a direct relation to matters at issue."(internal  
21 quotation marks omitted)).

22 Finally, Defendant Vyas seeks judicial notice of  
23 the October 28, 2016 Minute Order and November 21, 2016  
24 Judgment of Dismissal in Orange County Superior Court  
25 Case No. 30-2015-00826144, the state court action  
26 Plaintiff filed against Defendant Vyas on the same set  
27 of facts as the instant Action. See RJN, Exs. 2-3.  
28 Plaintiff spends the first part of her Opposition

1 arguing that this Court should not grant judicial  
2 notice of these documents because the state-court  
3 action did not involve claims under ERISA.<sup>5</sup> Opp'n 12:6-  
4 15:14. However, "courts routinely take judicial notice  
5 of documents filed in other courts . . . to establish  
6 the fact of such litigation and related filings."  
7 Kramer v. Time Warner Inc., 937 F.2d 767, 774 (2d Cir.  
8 1991)(citations omitted). "The existence and content  
9 of opinions and pleadings are matters capable of  
10 accurate and ready determination by resort to official  
11 court files that cannot reasonably be questioned."  
12 Bogart v. Daley, No. CV 00-101-BR, 2001 WL 34045761, at  
13 \*2 (D. Or. June 28, 2001)(citing Fed. R. Evid.  
14 201(b)(2)). The Court therefore **GRANTS** Defendant Vyas'  
15 Request for Judicial Notice of the Minute Order and  
16 Judgment of Dismissal documents.

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21 <sup>5</sup> In the alternative, Plaintiff argues that because  
22 "Defendant has raised facts outside the instant lawsuit by way of  
23 his Judicial Notice," the Court, under Rule 56(d) (which she  
24 erroneously cites as Rule 56(f)), should delay ruling on the  
25 Motion and grant her leave to conduct discovery necessary for her  
26 Opposition. Opp'n 14:27-15:14. Plaintiff filed the state court  
27 suit in December 2015, the same time she filed the instant  
28 Action. See RJN, Ex. 2. She has had ample time to conduct  
discovery and has chosen not to do so. Further, Plaintiff has  
not followed the proper procedures for requesting time to conduct  
discovery under Rule 56(d), which includes showing, by affidavit  
or declaration, that she "cannot present facts essential to  
justify her opposition." Fed. R. Civ. P. 56(d). The Court  
therefore **DENIES** her request to defer ruling on the Motion to  
allow her to conduct further discovery for her Opposition.

1       2.   Defendant Vyas' Evidentiary Objections

2           a.   *Defendant Vyas' Objections to Plaintiff's*  
3               *Expert Report*

4       Defendant Vyas objected to the Expert Report of  
5 Bruce Pingree, which Plaintiff filed as an Exhibit in  
6 support of her Opposition. See Opp'n, Ex. 5, ECF No.  
7 113-5. Defendant Vyas argues that such a report, which  
8 is not signed under the penalty of perjury, constitutes  
9 inadmissible evidence. Def.'s Evid. Objs. to Expert  
10 Report 2:7-13, ECF No. 115-3. Courts in the Ninth  
11 Circuit "have routinely held that unsworn expert  
12 reports are inadmissible" to oppose summary judgment.  
13 Reed v. NBTY, Inc., No. EDCV 13-0142 JGB (OPx), 2014  
14 U.S. Dist. LEXIS 197398, at \*8 (C.D. Cal. Nov. 18,  
15 2014); see Aecon Bldgs., Inc. v. Zurich N. Am., 572 F.  
16 Supp. 2d 1227, 1237 (W.D. Wash. 2008); Shuffle Master,  
17 Inc. v. MP Games LLC, 553 F. Supp. 2d 1202, 1210-11 (D.  
18 Nev. 2008). No declaration or deposition testimony  
19 accompanies Mr. Pingree's Report, and thus, the report  
20 is inadmissible to oppose summary judgment. Shuffle  
21 Master, Inc., 553 F. Supp. 2d at 1210-11.

22       Further, Mr. Pingree's Report, as it relates to  
23 Defendant Vyas, wholly focuses on the fiduciary duties  
24 Defendant Vyas allegedly owed to Plaintiff and his  
25 potential liability for breach of these duties. See  
26 Opp'n, Ex. 5 at 9-12. The Report therefore has no  
27 bearing on the merits of Defendant Vyas' Motion, which  
28 focuses on the threshold issue of whether Plaintiff is

1 a beneficiary with standing to sue under ERISA. See  
2 Corbo Props. v. Seneca Ins. Co., 771 F. Supp. 2d 877,  
3 884 (N.D. Ohio 2011)(affirming magistrate judge's  
4 ruling that expert report was irrelevant because it did  
5 not affect the analysis of motion for summary  
6 judgment). Because Mr. Pingree's Report is  
7 inadmissible to oppose summary judgment and is entirely  
8 irrelevant to the analysis of Defendant Vyas' Motion,  
9 Defendant Vyas' evidentiary objections are **SUSTAINED**.

10           b. *Defendant Vyas' Evidentiary Objections to*  
11                 *Nagar Declaration*

12           Defendant Vyas objects to Paragraph 2 of the Nagar  
13 Declaration [113-1] in which Ms. Nagar testifies to the  
14 claims Plaintiff asserted against Defendant Vyas in  
15 Orange County Superior Court, which the state court  
16 dismissed. Def.'s Evid. Objs. to Nagar Decl. 2:7-17.  
17 Defendant Vyas objects based on the Best Evidence Rule,  
18 Federal Rules of Evidence Rule 1002, arguing that the  
19 Complaint in that matter is the best evidence of the  
20 testimony. Id.

21           However, Ms. Nagar represents that she has personal  
22 knowledge of the facts set forth in the declaration and  
23 that she was Plaintiff's attorney in the state court  
24 action. Nagar Decl. at 1:3-10. While the claims  
25 asserted in the state-court action and the details of  
26 the action could be proved through written documents,  
27 Ms. Nagar does not attempt to describe the content of  
28 the Complaint. See In re Northrop Grumman Corp. ERISA

1 Litig., No. CV 06-06213 MMM (JCx), 2015 U.S. Dist.  
2 LEXIS 176822, at \*16-19 n.20 (C.D. Cal. Nov. 24, 2015);  
3 D'Angelo v. United States, 456 F. Supp. 127, 131 (D.  
4 Del. 1978)("The [best evidence] rule is not applicable  
5 when a witness testifies from [p]ersonal knowledge of  
6 the matter, even though the same information is  
7 contained in a writing."). Therefore, Defendant Vyas'  
8 best evidence objection to Paragraph 2 is **OVERRULED**.

9 Defendant Vyas also objects to Paragraph 3 of the  
10 Nagar Declaration in which Ms. Nagar states that her  
11 "client has not received any statement under oath that  
12 would provide a conclusion that no distributions were  
13 made to Defendant Vyas. Thus anything to do with this  
14 account is disputed at this time, since no discovery  
15 has been done." Nagar Decl. ¶ 3. Defendant Vyas  
16 objects that Ms. Nagar lacks personal knowledge  
17 necessary to make this statement. Def.'s Evid. Objs.  
18 to Nagar Decl. at 2:24-3:4. Ms. Nagar, in Paragraph 3,  
19 is essentially testifying to whether Plaintiff received  
20 a document regarding the Lockheed Plan. Ms. Nagar does  
21 not explain how she came to know this information, but  
22 it is likely that she learned it from speaking directly  
23 with Plaintiff, which would constitute inadmissible  
24 hearsay. See Sloan v. Pfizer, Inc., No. C 08-1849 SBA,  
25 2008 U.S. Dist. LEXIS 78785, at \*5-6 (N.D. Cal. Sept.  
26 4, 2008)(sustaining a lack of personal knowledge  
27 objection to statements in an attorney's declaration  
28 based on information he learned directly from his

1 client). Therefore, Ms. Nagar lacks personal knowledge  
2 and fails to lay a foundation for admission of her  
3 statement into evidence. Defendant Vyas' objection to  
4 Paragraph 3 is **SUSTAINED**.

5           c. *Defendant Vyas' Evidentiary Objections to*  
6                 *Documents Plaintiff Filed in Support of*  
7                 *Her Opposition*

8           Defendant Vyas objects to three of the documents  
9 Plaintiff attaches as Exhibits to her Opposition,  
10 including "Statement of Comparison re Case Under  
11 Judicial Notice in MSJ" [113-3], "Exhibit Lockheed  
12 Martin Pension Plan" [113-6], and "Exhibit FINRA Claim  
13 Filed" [113-7]. Defendant Vyas argues that Plaintiff  
14 failed to authenticate these documents by providing any  
15 form of evidentiary foundation. Def.'s Evid. Objs. to  
16 Misc. Docs. 1:26-2:6. Under Federal Rules of Evidence  
17 Rule 901(a), "[t]o satisfy the requirement of  
18 authenticating or identifying an item of evidence, the  
19 proponent must produce evidence sufficient to support a  
20 finding that the item is what the proponent claims it  
21 is." Fed. R. Evid. 901(a).

22           With regards to the "Statement of Comparison re  
23 Case Under Judicial Notice in MSJ," Plaintiff provides  
24 what appears to be a list of facts that distinguish the  
25 current lawsuit from the state-court case from which  
26 Defendant Vyas seeks judicial notice of the state  
27 court's rulings. See RJN ¶¶ 1-2. As noted above, the  
28 Court has granted Defendant Vyas' RJN in its entirety.

1 The Court did not consider this Exhibit when deciding  
2 to grant judicial notice nor did it consider it when  
3 making its determination on Defendant Vyas' Motion.  
4 Therefore, Defendant Vyas' evidentiary objection to  
5 this Exhibit is **OVERRULED** as **MOOT**.

6 The "Exhibit FINRA Claim Filed" is entirely  
7 irrelevant both to the instant matter and the merits of  
8 Defendant Vyas' Motion. Because the Court did not  
9 consider this Exhibit in making its determination on  
10 Defendant Vyas' Motion, the objection is **OVERRULED** as  
11 **MOOT**.

12 With regards to the "Exhibit Lockheed Martin  
13 Pension Plan," while Plaintiff has not submitted a  
14 declaration to authenticate these documents in  
15 connection with her Opposition, "authentication  
16 sufficient for admissibility can be satisfied by the  
17 object's '[a]pppearance, contents, substance, internal  
18 patterns, or other distinctive characteristics, taken  
19 in conjunction with circumstances.'" Las Vegas Sands,  
20 Ltd. Liab. Co. v. Nehme, 632 F.3d 526, 533 n.6 (9th  
21 Cir. 2011)(quoting Fed. R. Evid. 901(b)(4)). The  
22 documents can be "authenticated by review of their  
23 contents if they appeared to be sufficiently genuine."  
24 Id. at 533. Here, the Exhibit includes the August 18,  
25 2014 letter from LMC to Defendant Vyas. The letter,  
26 which Plaintiff originally attached to the SAC, is  
27 written on Lockheed Martin letterhead and is addressed  
28 to "Bhaskar C Vyas" at "3828 Vista Blanca, San Clemente



1 CA 92672-4545," which Defendant Vyas admits is the  
2 couple's former residence. See Bhaskar Decl. ¶ 9. As  
3 such, the contents of the letter sufficiently  
4 authenticate it, and Defendant Vyas' objection is  
5 **OVERRULED.**

6 3. Defendant Vyas' Motion for Summary Judgment is  
7 **GRANTED**

8 The Court turns to the merits of Defendant Vyas'  
9 Motion. Defendant Vyas' Motion makes a narrow and  
10 straightforward argument—to proceed in her claims in  
11 this Action against Defendant Vyas under ERISA,  
12 Plaintiff must qualify as a "beneficiary" of the  
13 Lockheed Plan. Mot. 12:13-15; see Amalgamated Clothing  
14 & Textile Workers Union v. Murdock, 861 F.2d 1406, 1410  
15 (9th Cir. 1988)(stating that whether a plaintiff has  
16 standing as a beneficiary to sue under ERISA is a  
17 "threshold question"). He argues that because  
18 Plaintiff cannot be considered a beneficiary, she  
19 cannot bring her claims under ERISA.<sup>6</sup> Id. at 12:16-19.

20 a. *Breach of Fiduciary Duty under ERISA*

21  
22 <sup>6</sup> In her Opposition, Plaintiff spends four and a half pages  
23 discussing the merits of her breach of fiduciary arguments,  
24 including that Defendant Vyas became a fiduciary of the Lockheed  
25 Plan in August 2014 when he was able to receive benefits under  
26 the Lockheed Plan. Opp'n 25:14-26:15. She then argues that  
27 Defendant Vyas breached his fiduciary duty to Plaintiff when he  
28 actively concealed the Lockheed Plan from her in the couple's  
divorce proceedings. Id. at 28:12-23. These arguments are  
premature as the Court must first determine whether Plaintiff has  
standing as a beneficiary to sue under ERISA. If Plaintiff is  
not considered a beneficiary of the Lockheed Plan, she cannot sue  
for a breach of fiduciary duty under ERISA. Therefore, the Court  
declines to address these arguments.

1 Plaintiff asserts Counts I and II in the SAC  
2 against Defendant Vyas. SAC at 78:23-79:25. Both  
3 Counts allege a breach of fiduciary duty under ERISA.  
4 Id. Prior to discussing whether Plaintiff qualifies as  
5 a beneficiary with the ability under ERISA to seek  
6 redress for a breach of fiduciary duty, the Court  
7 outlines the purpose and structure of ERISA.

8 i. *ERISA Framework*

9 "Congress enacted ERISA to ensure the proper  
10 administration of employee benefit plans, including  
11 pension plans, both during the years of an employee's  
12 active service and after retirement." Hamilton v.  
13 Wash. State Plumbing & Pipefitting Indus. Pension Plan,  
14 433 F.3d 1091, 1095 (9th Cir. 2006). The primary  
15 objective of ERISA is to "protect plan participants and  
16 beneficiaries." Boggs v. Boggs, 520 U.S. 833, 845  
17 (1997). As such, ERISA allows such participants and  
18 beneficiaries to bring a civil action to enforce their  
19 rights and interests in employee benefit plans. 29  
20 U.S.C. § 1132(a)(3); see Boggs, 520 U.S. at 846  
21 ("Persons with an interest in a pension plan may bring  
22 a civil suit under ERISA's enforcement provisions only  
23 if they are either a participant or beneficiary.").

24 Plaintiff does not claim to be a participant of the  
25 Lockheed Plan. Rather, she argues that she is a  
26 beneficiary of the Lockheed Plan with the ability to  
27 sue under ERISA. Opp'n 17:3-4. ERISA defines a  
28 "beneficiary" as "a person designated by a participant,

1 or by the terms of an employee benefit plan, who is or  
2 may become entitled to a benefit thereunder." 29  
3 U.S.C. § 1002(8).

4 Should an ex-spouse not fit within the general  
5 definition of a "beneficiary," ERISA confers  
6 beneficiary status on a nonparticipant spouse under  
7 narrow circumstances. See Boggs, 520 U.S. at 846. For  
8 example, to protect the financial security of ex-  
9 spouses, Congress confers beneficiary status in an  
10 ERISA plan on an "alternate payee under a qualified  
11 domestic relations order," i.e., an ex-spouse. 29  
12 U.S.C. § 1056(d)(3)(J); Stewart v. Thorpe Holding Co.  
13 Profit Sharing Plan, 207 F.3d 1143, 1149 (9th Cir.  
14 2000). To obtain beneficiary status as an "alternate  
15 payee" under a QDRO, the ex-spouse can either point to  
16 a QDRO specifically drafted to cover the ERISA plan at  
17 issue or a marriage dissolution order that specifies  
18 the following:

19 (i) the name and the last known mailing address  
20 (if any) of the participant and the name and  
21 mailing address of each alternate payee covered  
22 by the order,

23 (ii) the amount or percentage of the  
24 participant's benefits to be paid by the plan to  
25 each such alternate payee, or the manner in  
26 which such amount or percentage is to be  
27 determined,

28 (iii) the number of payments or period to which  
29 such order applies, and

(iv) each plan to which such order applies.

29 U.S.C. § 1056(d)(3)(C)(i)-(iv).

1 Put simply, Plaintiff can only qualify as a  
2 beneficiary under ERISA if (1) Defendant Vyas  
3 designated her as his beneficiary in the Lockheed Plan;  
4 (2) she falls within the definition of a beneficiary in  
5 the Lockheed Plan documents; or (3) she is an  
6 "alternate payee" under a valid QDRO. Should she not  
7 qualify as a beneficiary under any of these three  
8 avenues, she does not have standing to bring an action  
9 under ERISA. See generally Boggs, 520 U.S. 833.

10 ii. *Plaintiff Has Not Shown She Was the*  
11 *Designated Beneficiary of the Lockheed*  
12 *Plan*

13 As noted above, Plaintiff can only sue under ERISA  
14 if she qualifies as a "beneficiary" of the Lockheed  
15 Plan.<sup>7</sup> Id. Neither party argues that Defendant Vyas  
16 designated Plaintiff as the beneficiary of the Lockheed  
17 Plan. Therefore, Plaintiff can only proceed under  
18 ERISA if she fits within the definition of a  
19

---

20 <sup>7</sup> The SAC also alleges claims under ERISA involving  
21 allegedly concealed Rollover IRA accounts. SAC ¶ 22. Plaintiff  
22 does not once mention these accounts in her Opposition and  
23 instead focuses her arguments on the Lockheed Plan. "IRAs are  
24 specifically excluded from ERISA's coverage." Charles Schwab &  
25 Co. v. Debickero, 593 F.3d 916, 919 (9th Cir. 2010). To fall  
26 within the folds of ERISA, the employee pension benefit plan,  
27 including an IRA, must be "established or maintained by the  
28 employer." 29 U.S.C. § 1002(2)(A). "Established or maintained"  
typically includes the employer making contributions to the  
specific IRA account. Charles Schwab & Co., 593 F.3d at 921.  
Because Plaintiff has not provided any evidence that the Rollover  
IRAs were established or maintained by any of Defendant Vyas'  
employers, including that these employers made contributions to  
the IRAs, she has failed to show that ERISA governs these  
Rollover IRAs.

1 beneficiary in the Lockheed Plan documents or if she is  
2 an "alternate payee" under a valid QDRO.

3           iii.       *Plaintiff Does Not Fall Within the*  
4                       *Definition of Beneficiary in the*  
5                       *Lockheed Plan*

6       Plaintiff argues that she is a "beneficiary" as  
7 defined in the Lockheed Plan documents. Opp'n 16:28-  
8 17:3. However, other than citing to the definition of  
9 "beneficiary" in the Lockheed Plan documents, she  
10 offers no argument as to how she falls within this  
11 definition.

12       Instead, she argues, "Pursuant to Lockheed's Plan  
13 documents, Plaintiff is a beneficiary to the Lockheed  
14 Pension [] because she is entitled to her community  
15 property interest upon the passing of Defendant . . .  
16 ." Id. However, "state law governing the designation  
17 of an ERISA beneficiary 'relates to' the ERISA plan,  
18 and is therefore preempted." Manning v. Hayes, 212  
19 F.3d 866, 870 (5th Cir. 2000); see Egelhoff v.  
20 Egelhoff, 532 U.S. 141, 147 (2001)(holding that ERISA  
21 preempted a state statute that bound "ERISA plan  
22 administrators to a particular choice of rules for  
23 determining beneficiary status"). Because ERISA  
24 preempts California community property laws, California  
25 law does not govern beneficiary status under ERISA.<sup>8</sup>

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26  
27       <sup>8</sup> Plaintiff cites to Grabois v. Jones, 77 F.3d 574,  
28 576 (2d Cir. 1996) for the proposition that "federal

1 See Ablamis v. Roper, 937 F.2d 1450, 1460 (9th Cir.  
2 1991)(concluding that ERISA preempts California  
3 community property laws). Plaintiff's conclusory  
4 argument does nothing to prove otherwise.

5 Even in looking at the Lockheed Plan documents,  
6 which Plaintiff has failed to properly analyze, the  
7 Court is unable to see how these documents classify  
8 Plaintiff as a "beneficiary" for purposes of ERISA.  
9 The Lockheed Plan documents define a "beneficiary" as

10 \_\_\_\_\_  
11 courts apply state law to determine who is [the]  
12 rightful beneficiary of [a] benefit plan." Opp'n 18:7-  
13 8. However, Plaintiff misconstrues the holding in  
14 Grabois. In Grabois, two women claimed to be the legal  
15 widow entitled to the deceased's union death benefits.  
16 77 F.3d at 575. The court turned to New York Domestic  
17 Relations Law to determine which of the marriages was  
18 in fact valid, thus entitling the legal widow to the  
19 death benefits. Id. at 576. There is no dispute as to  
20 whether Plaintiff and Defendant Vyas were legally  
21 married. California community property law's division  
22 of marital assets is preempted by ERISA and  
23 inapplicable to this Motion. See Manning, 212 F.3d at  
24 870.

1 "The person or persons designated by a Participant . .  
2 . ." Opp'n, Ex. 4 at 11. As noted, neither party  
3 argues that Defendant Vyas designated Plaintiff as the  
4 beneficiary of the Lockheed Plan.

5 The Lockheed Plan then states, "If no Beneficiary  
6 shall have been designated . . . then the Beneficiary  
7 shall be (a) the Participant's Spouse . . . ." Id.  
8 While this may be to what Plaintiff is referring when  
9 she argues that the Lockheed Plan documents establish  
10 her as a beneficiary, a closer reading of the Lockheed  
11 Plan documents nullifies such an argument. Section 29  
12 of the Lockheed Plan defines a spouse as "[t]he lawful  
13 wife of a male Participant . . . on a Participant's  
14 Benefit Commencement Date." Opp'n, Ex. 4 at 22. The  
15 August 2014 letter on which Plaintiff bases her  
16 knowledge of the Lockheed Plan defines Defendant Vyas'  
17 Benefit Commencement Date as November 1, 2014. See  
18 Opp'n, Ex. 6 at 5. The couple's divorce was finalized  
19 in 2009, and thus, they were no longer married on the  
20 Benefit Commencement Date of November 1, 2014.

21 Plaintiff cannot qualify as a "spouse" under the  
22 Lockheed Plan because she does not fit within the  
23 Lockheed Plan's definition of a spouse. Because  
24 Defendant Vyas did not designate Plaintiff as the  
25 beneficiary of the Lockheed Plan and she is not a  
26 "spouse" as defined in the Lockheed Plan-which would  
27 make her the default beneficiary of the Lockheed  
28 Plan-she cannot be considered a beneficiary under the

1 Lockheed Plan's definition.<sup>9</sup> See Carpenter v. Carroll,  
2 Pinto, Inc., 374 F. Supp. 2d 487, 494 (E.D. Va.  
3 2005)(holding that plaintiff lacked standing to pursue  
4 her ERISA claim because she did not fit within the  
5 definition of beneficiary in the retirement plan  
6 documents).

7 Even assuming Plaintiff went through this analysis  
8 in her Opposition, which she did not, the Lockheed Plan  
9 documents, and the language in these documents, do not  
10 raise an issue of material fact as to whether Plaintiff  
11 can be considered a beneficiary of the Lockheed Plan  
12 with the ability to sue under ERISA.

13 *iv. There Is No Valid QDRO Identifying*  
14 *Plaintiff as an "Alternate Payee" of*  
15 *the Lockheed Plan*

16 As noted above, a nonparticipant ex-spouse can  
17 obtain "beneficiary" status as an "alternate payee"  
18 under a QDRO. See Stewart, 207 F.3d at 1149. Neither  
19 party argues that they have obtained a QDRO from the  
20 Orange County Family Court regarding the Lockheed Plan.  
21 See Opp'n, Ex. 1 at 3:11-15. Instead, the parties  
22 argue over whether the Judgment of Dissolution can be  
23 considered a QDRO. For a dissolution order to be

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24  
25 <sup>9</sup> Section 29 of the Lockheed Plan also states, "A former  
26 spouse will be treated as the Spouse . . . to the extent provided  
27 under a qualified domestic relations order." Opp'n, Ex. 4 at 22.  
28 For the reasons discussed below, Plaintiff, as a former spouse,  
does not fall within the definition of "Spouse" in the Lockheed  
Plan because she does not have a valid QDRO regarding the  
Lockheed Plan.



1 considered a valid QDRO, it must meet the four  
2 requirements enumerated in 29 U.S.C. §  
3 1056(d)(3)(C)(i)-(iv). Defendant Vyas does not take  
4 issue with the first three requirements and instead  
5 only argues that the Judgment of Dissolution does not  
6 satisfy the fourth requirement-naming "each plan to  
7 which such order applies"-because it fails to make any  
8 mention of the Lockheed Plan. Mot. 15:28-16:2.

9 Plaintiff does not dispute that the Judgment of  
10 Dissolution does not mention the Lockheed Plan. Opp'n,  
11 Ex. 1 at 2:23-27. In her Opposition, Plaintiff briefly  
12 addresses the fourth requirement and states that "the  
13 Judgment includes the 50/50 community property division  
14 for all community retirement plans and any later  
15 discovered facts." Opp'n 23:21-23. Plaintiff does not  
16 make any argument to address the failure to name the  
17 Lockheed Plan anywhere in the Judgment of Dissolution.

18 The primary case on which she relies, Stewart v.  
19 Thorpe Holding Co. Profit Sharing Plan, 207 F.3d 1143  
20 (9th Cir. 2000), does nothing to rebut Defendant Vyas'  
21 argument that a dissolution order must name the  
22 specific plan for it to become a valid QDRO necessary  
23 to enforce the interest in that plan. In Stewart, the  
24 couple's dissolution order specifically named the  
25 retirement plan that was the subject of the litigation,  
26 and the court held that the dissolution order was a  
27 valid QDRO because it included the four requirements in  
28 29 U.S.C. § 1056. Id. at 1151. Because the

1 dissolution order in Stewart specifically named the  
2 retirement plan at issue, it is irrelevant to this  
3 Court's analysis of whether the Judgment of Dissolution  
4 qualifies as a valid QDRO.

5 Failure to name a retirement plan in a dissolution  
6 order prevents the order from qualifying as a valid  
7 QDRO as to the unnamed retirement plan.<sup>10</sup> See Yale-New  
8 Haven Hosp. v. Nicholls, 788 F.3d 79, 88 (2d Cir.  
9 2015). In Yale-New Haven Hospital, the court looked at  
10 a couple's judgment of dissolution and two subsequent  
11 domestic relations orders to determine whether the ex-  
12 wife could recover benefits under four of her ex-  
13 husband's retirement accounts. Id. at 84-88. The  
14 couple's judgment of dissolution did not mention any of  
15 the retirement plans by name, and therefore, the court  
16 held that the judgment of dissolution could not qualify  
17 as a QDRO because it did not meet the statutory  
18 requirements of 29 U.S.C. § 1056(d). Id. at 84.  
19 Looking to the subsequent domestic relations orders,  
20 which the state court signed after the judgment of  
21 dissolution, the Yale-New Haven Hospital court found  
22 that these were valid QDROs as to three of the

---

23  
24 <sup>10</sup> Additionally, courts have upheld plan administrators'  
25 refusal to accept a QDRO that incorrectly names the retirement  
26 plan. See Green v. AT&T, Inc., No. 4:07 CV 1537 DDN, 2009 U.S.  
27 Dist. LEXIS 36669, at \*36-37 (E.D. Mo. Apr. 29, 2009). This  
28 further supports the argument that a dissolution order that does  
not even **name** a retirement plan cannot be considered a valid  
QDRO.

1 retirement plans because the orders specifically named  
2 the three plans and assigned funds in these plans to  
3 the ex-wife. Id. at 88. However, because the orders  
4 did not mention the fourth retirement plan by name,  
5 they did not satisfy the fourth requirement under 29  
6 U.S.C. § 1056(d) and therefore could not qualify as a  
7 valid QDRO creating an interest in the unnamed  
8 retirement plan. Id.

9 Here, the Judgment of Dissolution does not mention  
10 the Lockheed Plan at all. Therefore, the Judgment of  
11 Dissolution does not "clearly specif[y]" that it  
12 applies to the Lockheed Plan and cannot satisfy the  
13 fourth requirement of 29 U.S.C. § 1056(d). Because the  
14 Judgment of Dissolution does not satisfy the four  
15 requirements of 29 U.S.C. § 1056(d), it cannot be  
16 considered a valid QDRO qualifying Plaintiff as an  
17 "alternate payee" of the Lockheed Plan. See Yale-New  
18 Haven Hospital, 788 F.3d at 88.

19 The specificity required in a QDRO "makes sense so  
20 that a pension plan is on notice of its exact  
21 obligations to a payee other than a plan participant."  
22 Hamilton, 433 F.3d at 1097. Because the Judgment of  
23 Dissolution (or any of the QDROs the family court  
24 already issued) does not reference the Lockheed Plan,  
25 the administrator of the Lockheed Plan has no notice  
26 that it may be under an obligation to pay Plaintiff a  
27 portion of the Lockheed Plan's benefits. Without  
28 reference to the Lockheed Plan, the Judgment of

1 Dissolution does not qualify as a valid QDRO, which  
2 would then make Plaintiff an "alternate payee" and  
3 confer on her "beneficiary" status under ERISA. See  
4 Stewart, 207 F.3d at 1149.

5 Plaintiff also argues that she does not need a QDRO  
6 regarding the Lockheed Plan to be considered a  
7 beneficiary because federal courts have conferred the  
8 status of beneficiary on nonparticipant ex-spouses who  
9 do not have a QDRO. Opp'n 19:3-6; see Trs. of the  
10 Dirs. Guild of Am.-Producer Pension Benefits Plans v.  
11 Tise, 234 F.3d 415, 421 (9th Cir. 2000)("[T]he QDRO  
12 provisions of ERISA do not suggest that [the alternate  
13 payee] has no interest in the plan[ ]until she obtains a  
14 QDRO, they merely prevent her from enforcing that  
15 interest until the QDRO is obtained.'")(quoting In re  
16 Gendreau, 122 F.3d 815, 819 (9th Cir. 1997)). However,  
17 the cases Plaintiff cites merely hold that while an ex-  
18 spouse may have an interest in retirement benefits, she  
19 must first obtain a valid QDRO before attempting to  
20 enforce this interest. See Tise, 234 F.3d at 421  
21 (noting that a divorce decree "allowed the wife to  
22 stake a claim to the husband's pension proceeds, but  
23 that claim could only be enforced by obtaining a  
24 QDRO").<sup>11</sup>

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25  
26 <sup>11</sup> It is odd that Plaintiff has cited to these cases and  
27 even noted that an alternate payee is prevented from enforcing an  
28 interest until he or she obtains a QDRO, see Opp'n 20:23-21:2,  
while still arguing that she does not need a QDRO to seek redress  
under ERISA, see Opp'n 21:6-9. Despite noting this, she has at

1 It is not up to this Court to determine whether  
2 Plaintiff has an interest in the Lockheed Plan pursuant  
3 to California law. See id. ("[W]hether an alternate  
4 payee has an interest in a participant's pension plan  
5 is a matter decided by a state court according to the  
6 state's domestic relations law."). This Court is  
7 simply tasked with determining whether ERISA considers  
8 Plaintiff a beneficiary; these cases, which hold that a  
9 plaintiff must obtain a QDRO before she can enforce an  
10 interest in retirement plan benefits, do not affect the  
11 analysis of whether Plaintiff can be considered a  
12 beneficiary under ERISA.

13 Ultimately, because the Judgment of Dissolution  
14 does not name the Lockheed Plan, it does not satisfy  
15 the requirements of 29 U.S.C. § 1056(d) and therefore  
16 cannot be considered a valid QDRO as to the Lockheed  
17 Plan.

18 As explained above, Plaintiff can only be  
19 considered a beneficiary with the ability to sue under  
20 ERISA if (1) she is named as such in the Lockheed Plan;  
21 (2) the language of the Lockheed Plan confers  
22 beneficiary status on her; or (3) she is an "alternate  
23 payee" under a valid QDRO. Plaintiff has provided no  
24 evidence to show that she can be considered a  
25 beneficiary through any of these three avenues.  
26 Therefore, she cannot proceed with her claims under

27 \_\_\_\_\_  
28 no point admitted that she can go back to state family court to  
obtain a QDRO regarding the Lockheed Plan.

1 ERISA. See Boggs, 520 U.S. at 846. The Court  
2 therefore **GRANTS** Defendant Vyas' Motion as to  
3 Plaintiff's breach of fiduciary duty claims under  
4 ERISA, Counts I and II of the SAC.

5                   iii)       *Plaintiff's Remaining State Law*  
6                               *Claims*

7       Plaintiff argues that this Court can continue to  
8 exercise supplemental jurisdiction over her state law  
9 claims if it chooses to dismiss her federal claims.  
10 See Opp'n 24:21-23 (citing Satey v. JPMorgan Chase &  
11 Co., 521 F.3d 1087, 1091 (9th Cir. 2008)). She bases  
12 this argument on the fact that the Court has already  
13 invested substantial time and resources in this matter  
14 reviewing the parties' pleadings and motions. Opp'n  
15 25:4-13. Count V against Defendant Vyas involves a  
16 breach of contract; however, Plaintiff does not  
17 specifically indicate which contract Defendant Vyas has  
18 allegedly breached. Instead, she vaguely alleges that  
19 "Bhaskar has breached contract which he executed with  
20 Plaintiff to share all community property." SAC at  
21 81:10-21.

22       Caselaw has long established that domestic  
23 relations are the exclusive jurisdiction of the state  
24 courts. Ankenbrandt v. Richards, 504 U.S. 689, 693  
25 (1992). This is known as the "domestic relations  
26 exception" to diversity jurisdiction and this exception  
27 emphasizes "the exclusive role that states have in  
28 regulating marriage law." Latta v. Otter, 779 F.3d

1 902, 912 (9th Cir. 2015). While this Action is in  
2 federal court based on a federal question, not  
3 diversity jurisdiction, the notion that the states are  
4 better equipped to govern domestic relations suits  
5 guides this Court's analysis of whether to retain  
6 supplemental jurisdiction over Plaintiff's remaining  
7 state law claims. See Winters v. Kan. Dep't of Soc. &  
8 Rehab. Servs., No. 10-2181-JAR-DJW, 2011 U.S. Dist.  
9 LEXIS 4733, at \*41 (D. Kan. Jan. 19, 2011)(declining to  
10 retain supplemental jurisdiction over remaining state  
11 law claims after dismissing federal claims because the  
12 state law claims were "closely intertwined with  
13 domestic relations matters").

14 Plaintiff's request for accounting of assets based  
15 on a breach of contract calls upon the Court to  
16 determine what assets were acquired during her marriage  
17 to Defendant Vyas. Federal court is not the proper  
18 forum for such a task. See Irish v. Irish, 842 F.3d  
19 736, 743 (1st Cir. 2016)(holding that district court  
20 lacked jurisdiction when plaintiff brought a breach of  
21 contract suit regarding division of marital property).  
22 The state family court, which has already handled the  
23 couple's divorce, issued QDROs concerning the couple's  
24 retirement accounts, and is more familiar with state  
25 domestic relations law, "provides a better forum for  
26 resolving Plaintiff's remaining claims." Mason v.  
27 Arizona, 260 F. Supp. 2d 807, 827 (D. Ariz.  
28 2003)(declining to retain jurisdiction over state law

1 claims because the state court was "more familiar with  
2 applicable local law").

3 Because Plaintiff does not qualify as a beneficiary  
4 under ERISA, she cannot bring her ERISA claims. 29  
5 U.S.C. § 1132(a)(3); see Boggs, 520 U.S. at 846.

6 Without her ERISA claims, this Court loses its original  
7 jurisdiction over the Action and may decline to  
8 exercise supplemental jurisdiction over the remaining  
9 state law claims. See 28 U.S.C. § 1367(c). Plaintiff  
10 has not shown any meritorious reason warranting the  
11 retention of jurisdiction over her state law claims,  
12 and the state family court is in a better position to  
13 adjudicate such claims. See Mason, 260 F. Supp. 2d at  
14 827; Hembree v. S. F. Bay Area Rapid Transit Dist.,  
15 C-01-03102 EDL, 2002 U.S. Dist. LEXIS 11089, at \*27  
16 (N.D. Cal. June 18, 2002)(declining to retain  
17 supplemental jurisdiction over intentional infliction  
18 of emotional distress state law claim). The Court  
19 therefore declines to exercise supplemental  
20 jurisdiction over the remaining state law claim,  
21 Plaintiff's accounting of assets claim, Count V in the  
22 SAC.

23  
24  
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1                                    **IV. CONCLUSION**

2            Based on the foregoing, the Court **GRANTS** Defendant  
3 Vyas' Motion for Summary Judgment [109].

4  
5 **IT IS SO ORDERED.**

6  
7 DATED: September 1, 2017            s/ RONALD S.W. LEW

8                                    **HONORABLE RONALD S.W. LEW**  
9                                    Senior U.S. District Judge